

1 SCOTT J. SAGARIA (BAR # 217981)
2 sj sagaria@sagarialaw.com
3 ELLIOT W. GALE (BAR #263326)
4 egale@sagarialaw.com
5 JOE B. ANGELO (BAR #268542)
6 jangelo@sagarialaw.com
7 SCOTT M. JOHNSON (BAR #287182)
8 sjohnson@sagarialaw.com
9 **SAGARIA LAW, P.C.**
10 3017 Douglas Blvd., Ste. 100
11 Roseville, CA 95661
12 408-279-2288 ph
13 408-279-2299 fax

14 Attorneys for Plaintiff
15 Jamiller Ellis
16

17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

19 CASE NO.

20 **MONIQUE KORDASIEWICZ,**

21 Plaintiff,

22 v.

23 Equifax, Inc.; Bank of America, N.A. and
24 DOES 1 through 100 inclusive,

25 Defendants.

26 COMPLAINT FOR DAMAGES:

27 1. Violation of Fair Credit Reporting Act

28 COMES NOW Plaintiff **MONIQUE KORDASIEWICZ**, an individual, based on information
and belief, to allege as follows:

29 **INTRODUCTION**

- 30 1. This case arises under the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b), 15 U.S.C.
31 § 1681e(b), 15 U.S.C. § 1681i(a)(2)(A)), 15 U.S.C. § 1681i(a)(4)), 15 U.S.C. §
32 1681i(a)(5)(A)) Plaintiff seeks redress for the unlawful and deceptive practices

- 1 committed by the Defendants in connection with their inaccurate, misleading, or
2 incomplete reporting of Plaintiff's debt included in Plaintiff's Chapter 7 bankruptcy.
3 2. Specifically, Defendant Bank of America continued to inaccurately report the status of
4 Plaintiff's account as in collections and placed as bad debt on an account rather than
5 **discharged** in bankruptcy.
6 3. There exists today in the United States a pervasive and fundamental misunderstanding
7 about the long term impact filing a consumer bankruptcy has on a consumer's credit
8 worthiness. Specifically, many consumers believe that because a bankruptcy can be
9 reported on their credit report for ten years their credit worthiness will be ruined for the
10 same length of time. This is not true.
11 4. The *majority* of consumer Debtors who file consumer bankruptcy do so to *raise* their
12 FICO Score and remedy their poor credit worthiness.
13 5. It is entirely possible for consumer Debtors to have over a 700 FICO Score within as
14 little as 12 months after filing a consumer bankruptcy (Chapter 7 or Chapter 13).
15 6. Creditors and lending institutions are aware of the misconception that filing a consumer
16 bankruptcy destroys a consumer's credit worthiness for ten years.
17 7. In an effort to perpetuate the aforementioned bankruptcy myth, creditors intentionally
18 and routinely report accounts discharged in bankruptcy inaccurately to perpetuate this
19 myth and keep scores low.
20 8. This was not the intent of Congress when enacting the Fair Credit Reporting Act and
21 the Bankruptcy Abuse Prevention and Consumer Protection Act.

22 **JURISDICTION & VENUE**

- 23 9. Plaintiff re-alleges and incorporates herein by this reference the allegations in each and
24 every paragraph above, fully set forth herein.
25 10. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and 15 U.S.C. §
26 1681
27 11. Venue is proper pursuant to 28 U.S.C. §1391(b)(1), 28 U.S.C §1391(C)(2), and 28
28 U.S.C §1391(d).
29 12. Plaintiff alleges that for purposes of establishing residency under 28 §1391(B)(1) each
30 named defendant conducts a sufficient amount of business within the forum state and

1 this Court has personal jurisdiction over Experian under 28 U.S.C. §1391(C)(2) and or
2 28 U.S.C. §1391(d).

3 **GENERAL ALLEGATIONS**

- 4 13. Plaintiff alleges that Bank of America was included in Plaintiff's Chapter 7 bankruptcy
5 filing in that each debt occurred pre-petition and was discharged in Plaintiff's
6 bankruptcy.
- 7 14. Plaintiff alleges that each and every Defendant is familiar with credit reporting industry
8 standards and subscribes thereto.
- 9 15. Plaintiff alleges that each and every Defendant understands that deviation from credit
10 reporting industry standards can and often does result in denial of credit, higher interest
11 rates, and prompts those making credit decisions to draw a more negative inference
12 from the reported data than if the Defendants reported in accordance with the
13 recognized industry standard.
- 14 16. Plaintiff alleges that all actions alleged herein by Defendants were done knowingly,
15 intentionally, and in reckless disregard for credit reporting industry standards in an
16 attempt to purposefully undermine Plaintiff's fresh start via a Chapter 7 discharge.
- 17 17. In the alternative Plaintiff alleges that each and every Defendant's actions was the
18 result of reckless policies and procedures that inevitably led to inaccurate, misleading,
19 or incomplete credit reporting.

20 **FICO, Inc.**

- 21 18. FICO is a leading analytics software company with its principal headquarters located in
22 San Jose California. FICO has over 130 patents related to their analytics and decision
23 management technology, and regularly uses mathematical algorithms to predict
24 consumer behavior including credit risk.
- 25 19. The FICO Score has become the standard measure of consumer credit risk in the United
26 States and is used in ninety percent of lending decisions.
- 27 20. A FICO score consists of a three-digit number summarizing a consumer's credit risk or
28 likelihood to repay a loan. FICO periodically updates its scoring models resulting in
multiple FICO Score versions.

- 1 21. Base FICO Scores range from 300 to 850, while industry-specific FICO Scores range
2 from 250-900. A higher FICO Score demonstrates lower credit risk or less likelihood of
3 default.
- 4 22. Different lenders use different versions of FICO Scores when evaluating a consumer's
5 credit worthiness.
- 6 23. There are 28 FICO Scores that are commonly used by lenders.
- 7 24. A consumer's FICO Score is calculated based solely on information in consumer credit
8 reports maintained at credit reporting agencies (CRAs).
- 9 25. The three largest CRAs are Experian Information Solutions, Inc.; Equifax, Inc. and
10 Transunion, LLC.
- 11 26. FICO does not control what information is provided on a consumer's credit report.
12 Instead, the scoring models or algorithms are based on the premise that information
13 provided by the CRAs is accurate and complies with credit reporting industry
14 standards.
- 15 27. There are five key factors that a FICO Score considers: 1) Payment History 2) Amount
16 of Debt 3) Length of Credit History 4) New Credit and 5) Credit Mix.
- 17 28. Each of the five factors is weighted differently by FICO.
- 18 29. 35% of a consumer's FICO Score relates to payment history, 30% relates to the amount
19 of debt, 15% relates to the length of credit history, 10% relates to new credit, and the
20 last 10% relates to a consumer's credit mix or the different types of debts reported.
- 21 30. Payment history refers to whether a consumer has paid their bills in the past, on time,
22 late or missed payments. The more severe, recent, and frequent the late payment
23 information, the greater the impact on a FICO Score. Public record items such as
24 bankruptcy, foreclosure, judgments, and wage garnishments are also considered part of
25 a consumer's payment history.
- 26 31. In factoring the severity of delinquent payments a FICO Score considers how late the
27 payment continues to be, how much is owed, how recently this occurred, and how
28 many delinquent accounts exist.
- 27 32. Once a delinquent account has been remedied the longer the account stays current the
28 more a consumer's FICO Score should increase.

33. FICO Scores are entirely dependent upon information provided by data furnishers (DFs) to CRAs.

34. The FICO scoring formula treats both Chapter 7 and Chapter 13 Bankruptcies similarly in terms of their impact on one's FICO Score. Specifically, both Chapters have the same level of severity with respect to their FICO Score and for both, FICO uses the **FILING DATE** to determine how long ago the bankruptcy took place.

Metro 2

35. The Consumer Data Industry Association is an international trade association representing the consumer credit, mortgage reporting, employment and tenant screening and collection service industries.

36. The credit reporting industry has adopted a standard electronic data reporting format called the Metro 2 format. The Metro 2 format was developed by the CDIA in an effort to universally report debts in a particular manner that is understood to be the most accurate way in which to report a debt. Specifically, Metro 2 format was designed to allow reporting of the most accurate and complete information on consumer's credit history.

37. The CDIA's Metro 2 format is the credit reporting industry standard for accurate credit reporting.

38. The credit reporting industry at large depends upon Metro 2 and the CDIA's recommendations for reporting debt accurately.

39. The CDIA is *The* expert on accurate credit reporting. In support of this allegation Plaintiff avers the following:

- a. The CDIA offers a FCRA certificate program for all CRAs.
 - b. The CDIA offers a FCRA awareness program for all CRAs.
 - c. The CDIA offers a FCRA Certificate program for DFs.
 - d. The CDIA offers a FCRA awareness program for DFs.
 - e. The CDIA offers a Metro 2 Learning system to provide detailed instructions on the use of Metro 2 format to ensure understanding of the reporting guidelines for each field of the Metro 2 Format as well as the relationship between multiple fields.

- 1 f. The CDIA hosts workshops developed and authorized by Equifax, Experian,
2 Innovis, and Transunion.
- 3 g. The CDIA developed a credit reporting resource guide for accurately reporting
4 credit.
- 5 40. The CDIA's Metro 2 is accepted by all CRAs.
- 6 41. The credit reporting accepted industry standards for reporting metro 2 accurately are
7 found in the CDIA's credit reporting resource guide (CRRG).
- 8 42. The CRRG outlines the industry standards for most accurately reporting debts using
9 Metro 2.
- 10 43. The CRRG is not readily available to the public. It can be purchased online for
11 \$229.45.
- 12 44. Even if a buyer is ready willing and able to pay for the CRRG, the CDIA will NOT
13 grant access to the guide unless the buyer represents an organization included in the
14 Metro 2 Access Policy.
- 15 45. When FICO calculates credit scores the algorithms use Metro 2 information based on
16 industry standards established by the CDIA.
- 17 46. The algorithms used by FICO in determining a consumer's credit score are premised on
18 the Metro 2 data received comporting with the CDIA's recommendations for accurate
19 credit reporting.
- 20 47. If the Metro 2 data received by FICO deviates from industry standards an inaccurate or
21 incorrect FICO Score results. If the resulting FICO Score is lower a consumer will be
22 considered a higher credit risk resulting in less favorable lending terms.

23 **Bankruptcy Credit Reporting Industry Standards & Consumer
24 Information Indicator**

- 25 48. When a consumer files bankruptcy certain credit reporting industry standards exist.
- 26 49. Certain Metro 2 data is regularly expected and calculated by FICO when determining a
27 consumer's credit worthiness.
- 28 50. The Consumer Information Indicator (CII) is a critical field in the Metro 2 Format that
29 indicates a special condition that applies to a specific consumer.
- 30 51. Under Metro 2 the CII must be reported only on the consumer to whom the information
31 applies.

- 1 52. It is the credit reporting industry standard to report a very specific CII upon the filing of
2 a consumer bankruptcy.
- 3 53. In the consumer bankruptcy context CII Metro 2 Code “A” denotes that a petition for
4 Chapter 7 has been filed, is active, but no discharge has been entered.
- 5 54. CII Metro 2 Code “D” indicates that a Chapter 13 petition has been filed, is active, but
6 no discharge entered. This is usually translated on a consumer credit report as “Wage
7 Earner Plan” or “WEP” in the “Account Status” portion of a trade line. Such reporting
8 alerts any potential lender that the account is no longer in a collectable status but is
9 being handled by a Chapter 13 trustee.
- 10 55. The CII Metro 2 Code “Z” indicates that a bankruptcy petition has been filed but the
11 chapter is undesignated/unknown.
- 12 56. **The CII Metro 2 Code “E” denotes that a Chapter 7 bankruptcy has been
discharged.**
- 13 57. The CII Metro 2 Code “H” denotes that a Chapter 13 bankruptcy has been discharged.
- 14 58. The CII field is a critical field for consumers and directly relates to and impacts a
15 consumer’s credit worthiness.
- 16 59. The lack of a CII reported makes it appear that a consumer has not addressed
17 outstanding debt obligations through the bankruptcy process.
- 18 60. The lack of a CII reported also suggests that creditors are free to collect against a
19 consumer as an individual or that no stay exists to prevent *in personam* collection
activity.
- 20 61. Failure to report the correct CII indicator will prompt those making credit decisions to
21 draw a more negative inference regarding a consumer’s credit worthiness.
- 22 62. Under the Fair Credit Reporting Act a bankruptcy can be reported for ten years.
- 23 63. The ten-year rule for reporting runs from the date the bankruptcy was *filed*.
- 24 64. A consumer’s FICO Score is directly related to the date on which a petition is filed and
25 acknowledged.
- 26 65. The more time that has passed since the filing of the bankruptcy, the less negative
27 impact the bankruptcy will have on a consumer’s FICO Score.
- 28

66. Failure to reference the bankruptcy filing (CII field) and or the correct petition date shall result in a lower FICO Score resulting in those making credit decisions to draw a more negative inference regarding a consumer's credit worthiness.

e-OSCAR

67. E-OSCAR is the web based Metro 2 compliant system developed by Experian Information Solutions, Inc.; Equifax, Inc.; TransUnion, LLC and Innovis that enables DFs and CRAs to create and respond to consumer credit disputes.

68. When a consumer sends a dispute letter to a CRA the CRA then sends an automated credit dispute verification (ACDV) via e-Oscar to the DF.

69. The ACDV contains within it Metro 2 codes next to certain data fields associated with a credit file e.g. "Account Type" "07" (07 in Metro 2 refers to a Charge Account).

Plaintiffs Bankruptcy Filing

70. Plaintiff filed for Chapter 7 bankruptcy protection on July 22, 2016 in order to repair Plaintiff's credit worthiness and FICO Score.

71. Plaintiff's bankruptcy was discharged on October 31, 2016.

Credit Repair

72. After filing Chapter 7 Plaintiff was concerned about her credit score and signed up for a program specifically aimed at instructing Plaintiff on how to rebuild her credit score post bankruptcy.

73. On March 15, 2017 Plaintiff ordered a three bureau credit report from Experian Information Solutions, Inc.; Equifax, Inc. and TransUnion, LLC to ensure proper reporting by Plaintiff's Creditors.

74. Plaintiff noticed several different trade lines on the March 15, 2017 credit report all reporting inaccurate, misleading, or incomplete information that did not comply with credit reporting industry standards.

75. Bank of America, with account beginning in 4147 was one such account and was reporting the status of the account as charged off an in collections without any reference to Plaintiff's bankruptcy.

76. In response, Plaintiff disputed the inaccurate tradelines (including the Bank of America, N.A. account) via certified mail with Experian Information Solutions, Inc.; Equifax, Inc.; and TransUnion, LLC on May 5, 2017.

- 1 77. Plaintiff's dispute letter specifically put each Creditor, including Bank of America, on
2 notice that Plaintiff received a discharge and that post discharge an investigation should
3 occur in order to determine the proper way to report accounts post-discharge.
- 4 78. Plaintiff requested the adverse post discharge reporting being updated.
- 5 79. Plaintiff is informed and believes that each CRA received Plaintiff's dispute letter and
6 in response sent Plaintiff's dispute to each DF via an ACDV through e-OSCAR.
- 7 80. On June 21, 2017 Plaintiff ordered a second three bureau credit report from Experian
8 Information Solutions, Inc.; Equifax, Inc. and TransUnion, LLC to ensure Plaintiff's
9 accounts had been updated.
- 10 81. Defendant Bank of America continued to fail to report to Equifax, Inc. that Plaintiff's
11 account, beginning in 4147xxxx, was discharged and instead reported the account as in
12 collections and "bad debt" with absolutely no reference to Plaintiff's bankruptcy.
- 13 82. In addition, Bank of America was reporting inconsistent payment history, which
14 seemed to indicate that Plaintiff was actually making payments and on-time with the
15 account.
- 16 83. Bank of America was listed as a creditor and received notice of Plaintiff's chapter 7
17 bankruptcy filing, therefore reporting the status of the account as in collections and as
18 bad debt is inaccurate as the debt was included in Plaintiff's discharge.
- 19 84. Plaintiff's Equifax report noted that the collection notation on her credit report was
20 hurting her credit score.
- 21 85. Plaintiff alleges that Defendant Bank of America did not investigate whether Plaintiff
22 filed for bankruptcy.
- 23 86. Defendant Bank of America did not update the trade line to reflect that Plaintiff filed for
24 chapter 7 protection and subsequently received a chapter 7 discharge.
- 25 87. The Credit Reporting Agencies provided notice to Bank of America that Plaintiff was
26 disputing the inaccurate and misleading information, but Bank of America failed to
27 conduct a reasonable investigation of the information, as required by the Fair Credit
28 Reporting Act.

- 1 88. Based on Plaintiff's dispute, Bank of America should have known that Plaintiff received
2 a discharge.
- 3 89. The most basic investigation would include a simple review of well-established credit
4 reporting industry standards on how to report a bankruptcy.
- 5 90. Plaintiff alleges that Bank of America did not review well established industry standards
6 for credit reporting.
- 7 91. If Bank of America had reviewed such standards, Bank of America would have seen that
8 its reporting was not in compliance and consequentially inaccurate or incomplete.
- 9 92. Defendant Bank of America should have updated the CII to E to reflect the debt was
10 discharged in Plaintiff's chapter 7 bankruptcy.
- 11 93. By not updating the CII to E to reflect the bankruptcy discharge it appears that the
12 account was not included and discharged in Plaintiff's bankruptcy and thus still a
13 collection account.
- 14 94. The lack of investigation is unreasonable.

15 **Damages**

- 16 95. Plaintiff pulled the credit report at issue at a cost of \$39.95, after the dispute process,
17 specifically for the sole purpose of verifying that the inaccuracies were fixed.
- 18 96. The inaccurate information has also been disbursed to multiple lenders through hard and
19 soft inquires:
- 20 1) Discover Bank in June of 2017
21 2) Capital One Bank USA on April of 2017
- 22 97. As a result of the incorrect reporting, Plaintiff has also suffered, emotional harm, and
23 excessive stress resulting in doubt as to the effectiveness of the Bankruptcy Code and the
24 power of this Court to preserve and perpetuate a fresh start.
- 25 98. The actions of Defendants Equifax, Inc. and Bank of America as alleged herein are acts
26 in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b).

FIRST CAUSE OF ACTION

(Violation of Fair Credit Reporting Act 15 U.S.C. § 1681e(b))
Against Defendants and Does 1-100)

Equifax, Inc. – Failure to Assure Credit Reporting Accuracy.

99. Plaintiff realleges and incorporates herein the allegation in each and every paragraph above as though fully set forth herein.
 100. Equifax, Inc. violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's credit reports and credit files it published and maintained concerning Plaintiff.
 101. Had Equifax, Inc. maintained reasonable procedures to assure maximum accuracy Equifax, Inc. would never have allowed Defendant Bank of America to report the account as described herein.
 102. As a result of Equifax, Inc.'s violation of 15 U.S.C. § 1681e(b), Plaintiff suffered actual damages, including but not limited to: damage to reputation, embarrassment, humiliation, dissemination of inaccurate information, diminished credit and other mental and emotional distress.

Willfulness

103. The violations described herein by Equifax, Inc. were willful, specifically the Credit Bureaus including Defendant Equifax, Inc. have intentionally and purposefully set up a system where inaccuracies are not only probable but inevitable.
 104. Equifax regularly as a policy ignores disputes by consumers and fails to even do any modicum of investigation regarding the dispute. In addition to not do any investigation Equifax regularly fails to forward the disputes along to data furnishers frustrating the entire dispute process.
 105. To the extent Equifax does send a dispute Equifax intentionally sends consumer disputes to employees who do not live within the continental United States.
 106. This is intentionally done to hide and or subvert a consumer's ability to confront individual directly responsible for approving accurate reporting.
 107. These employees for Defendant Equifax, Inc. receive little to know training concerning how to accurately report consumer debt.

- 1 108. Instead these employees are simply instructed to parrot whatever information a data
2 furnisher provides regardless of whether or not that information is accurate.
- 3 109. Equifax, Inc. employees are regularly expected to review and approve over 90 disputes
4 per day rendering less than five minutes to review, investigate, and respond to each
5 dispute received.
- 6 110. Equifax, Inc. has intentionally setup this system in order to undermine, hide, and
7 otherwise frustrate consumers' ability to properly dispute and correct credit reports.
- 8 111. As a result of Equifax, Inc.'s violation of 15 U.S.C. § 1681e(b), Plaintiff suffered actual
9 damages, including but not limited to: damage to reputation, embarrassment, humiliation,
10 dissemination of inaccurate information, diminished credit, and other mental and
emotional distress.
- 11 112. The violations by Equifax, Inc. were willful, rendering each of the Defendants
12 individually liable for punitive damages in an amount to be determined by the Court
13 pursuant to 15 U.S.C. § 1681n.
- 14 113. In the alternative, Equifax, Inc. was negligent, which entitles Plaintiff to recovery under
15 15 U.S.C. § 1681o.
- 16 114. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's
17 fees from Equifax, Inc. in an amount to be determined by the Court pursuant to 15 U.S.C.
§ 1681n and § 1681o.

18 **SECOND CAUSE OF ACTION**

19 (Violation of Fair Credit Reporting Act 15 U.S.C. § 1681s-2(b))
20 Against Defendants and Does 1-100)

21 **Bank of America –Failure to Reinvestigate.**

- 22 115. Plaintiff realleges and incorporates herein the allegation in each and every paragraph
above as though fully set forth herein.
- 23 116. 15 USC 1681s-2(b) and 15 USC 1681i-(a)1 prohibits furnishers from providing any
information relating to a consumer to any consumer reporting agency if the person knows
or has reasonable cause to believe that the information is inaccurate or misleading and
requires a furnisher to update and or correct inaccurate information after being notified
by a consumer reporting agency of a dispute by a consumer.

- 1 117. Defendant Bank of America violated section 1681s-2(b) by failing to conduct a
- 2 reasonable investigation and re-reporting misleading and inaccurate account information.
- 3 118. Equifax, Inc. provided notice to the Bank of America that Plaintiff was disputing the
- 4 inaccurate and misleading information but Bank of America failed to conduct a
- 5 reasonable investigation of the information as required by the FCRA.
- 6 119. Based on Plaintiff's dispute, Bank of America should have known its account was
- 7 included and discharged in Plaintiff's Chapter 7 bankruptcy.
- 8 120. The lack of investigation is unreasonable.

Willfulness

- 9 121. Plaintiff further alleges that Bank of America has not properly trained those directly
- 10 investigating disputes on Metro 2 generally or credit reporting industry standards and as
- 11 such have developed reckless policies and procedures.
- 12 122. Plaintiff alleges that rather than train its employees are accurate credit reporting and
- 13 industry standards employees reviewing disputes are generally expected to simply
- 14 confirm whatever information being reported is accurate rather than doing an actual
- 15 investigation.
- 16 123. In addition Bank of America intentionally sends disputes received from credit bureaus to
- 17 employees who live overseas.
- 18 124. These employees are generally not trained on accurate credit reporting but instead are
- 19 expected to simply rubber stamp the credit reporting as accurate.
- 20 125. Bank of America intentionally hires these employees overseas in an attempt to hide and
- 21 or frustrate a consumer's ability to confront and properly uncover Bank of America's
- 22 willful disregard of its mandate under FCRA to actually investigate disputes.

Equifax, Inc. – Failure to Reinvestigate Disputed Information. 15 USC 1681i-(a)1

- 23 126. Plaintiff realleges and incorporates herein the allegation in each and every paragraph
- 24 above as though fully set forth herein.
- 25 127. After Plaintiff disputed the accounts mentioned above, Equifax, Inc. was required to
- 26 conduct a reasonable investigation and to delete any information that was not accurate
- 27 under 15 USC 1681i-(a)1.

- 1 128. Equifax, Inc. failed to conduct a reasonable investigation and failed to correct the
- 2 misleading and or inaccurate statements on the account within the statutory time
- 3 frame or at all.
- 4 129. In the alternative Plaintiff alleges that each CRA has its own independent duty to
- 5 conduct a reasonable investigation 15 USC 1681i-(a)1.
- 6 130. Equifax, Inc. is not a passive entity bound to report whatever information a DF
- 7 provides.
- 8 131. Plaintiff alleges that Equifax, Inc. is readily familiar with Metro 2 guidelines and
- 9 credit reporting industry standards.
- 10 132. Given the aforementioned, Plaintiff alleges that Equifax, Inc. can and does suppress
- 11 inaccurate information from being reported when DFs provide inaccurate
- 12 information.
- 13 133. Equifax, Inc. can and does instruct DFs on how to properly report certain accounts
- 14 from time to time upon request from the DF.
- 15 134. Equifax, Inc. failed to conduct a reasonable investigation because any basic
- 16 investigation would have uncovered that certain DFs were not reporting the account
- 17 at issue correctly.
- 18 135. Equifax, Inc., therefore, did not do the most basic investigation regarding credit
- 19 reporting industry standards otherwise the aforementioned would have been
- 20 uncovered.

THIRD CAUSE OF ACTION

(Violation of Fair Credit Reporting Act 15 U.S.C. § 1681i(a)(4))
Against Defendants and Does 1-100)

Equifax, Inc. – Failure to Review and Consider All Relevant Information.

- 21 136. Plaintiff realleges and incorporates herein the allegation in each and every paragraph
- 22 above as though fully set forth herein.
- 23 137. Equifax, Inc. violated 15 U.S.C. § 1681i(a)(4) by failing to review and consider all
- 24 relevant information submitted by Plaintiff.
- 25 138. As a result of Equifax, Inc.’s violation of 15 U.S.C. § 1681i(a)(4), Plaintiff suffered
- 26 actual damages, including but not limited to: damage to reputation, embarrassment,
- 27 humiliation, and other mental and emotional distress.
- 28

- 1 139. The violations by Experian Information Solutions, Inc. were willful, rendering each of
2 the Defendants individually liable for punitive damages in an amount to be determined by
3 the Court pursuant to 15 U.S.C. § 1681n.
4 140. In the alternative, Equifax, Inc. was negligent, which entitles Plaintiff to recovery under
5 15 U.S.C. § 1681o.
6 141. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's
7 fees from Equifax, Inc. in an amount to be determined by the Court pursuant to 15 U.S.C.
8 § 1681n and § 1681o.

FOURTH CAUSE OF ACTION

(Violation of Fair Credit Reporting Act 15 U.S.C. § 1681i(a)(5)(A))
Against Defendants and Does 1-100)

Equifax, Inc. – Failure to Delete Disputed and Inaccurate Information.

- 12 142. Plaintiff realleges and incorporates herein the allegation in each and every paragraph
13 above as though fully set forth herein.
14 143. Equifax, Inc. violated 15 U.S.C. § 1681i(a)(5)(A) by failing to promptly delete the
15 disputed inaccurate items of information from Plaintiff's credit file or modify the item of
16 information upon a lawful reinvestigation.
17 144. As a result of Equifax, Inc.'s violation of 15 U.S.C. § 1681i(a)(5)(A), Plaintiff suffered
18 actual damages, including but not limited to: damage to reputation, embarrassment,
19 humiliation, and other mental and emotional distress.
20 145. The violations by Equifax, Inc. were willful, rendering each of the Defendants
21 individually liable for punitive damages in an amount to be determined by the Court
22 pursuant to 15 U.S.C. § 1681n.
23 146. In the alternative, Equifax, Inc. was negligent, which entitles Plaintiff to recovery under
24 15 U.S.C. § 1681o.
25 147. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's
26 fees from Equifax, Inc. in an amount to be determined by the Court pursuant to 15 U.S.C.
27 § 1681n and § 1681o.

28 Wherefore, Plaintiff prays for judgment as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For preliminary and permanent injunctive relief to stop Defendants from engaging in the conduct described above;
 2. Award statutory and actual damages pursuant to 15 U.S.C. § 1681n;
 3. Award punitive damages in order to deter further unlawful conduct pursuant to 15 U.S.C. § 1681n;
 4. Award attorney's fees and costs of suit incurred herein pursuant to 15 U.S.C. § 1681n & o;
 5. For determination by the Court that Creditor's policies and practices are unlawful and in willful violation of 15 U.S.C. § 1681n, et seq.; and
 6. For determination by the Court that Creditor's policies and practices are unlawful and in negligent violation of 15 U.S.C. § 1681o.

Dated: July 19, 2017

SAGARIA LAW, P.C.

/s/ Elliot Gale, Esq.

Scott Sagaria, Esq.

Elliot Gale, Esq.

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of this matter by jury.

Dated: July 19, 2017

SAGARIA LAW, P.C.

/s/ Elliot Gale, Esq.

Scott Sagaria, Esq

Elliot Gale, Esq

Attorneys for Plaintiff